



**State Transportation Innovation Council (STIC)
Agreement Executive Summary
Office of Statewide Planning and Research**

Attached for signature is agreement (#42011) for the ODOT STIC project “Mobile Road Weather Information Sensors” with City of Columbus. This project was approved for inclusion in the FFY 2024 Ohio STIC program by FHWA. Funding for this 24-month long STIC project is being provided through the Other Discretionary Program at a ratio of 80% federal funds (4D47) and 20% local matching funds in the amount of \$125,000. Please electronically sign the agreement and click submit for further processing. If you have any questions or would like additional information, please contact the ODOT Research Section at 614-644-8135. Thank you for your assistance.

Summary of Study:

The City of Columbus plans to utilize this STIC agreement to acquire multiple Mobile Road Weather Information Sensors for snow and ice equipment. This innovative project involves purchasing and installing sensors at fixed locations as well as mounting them on 10 snowplow trucks. These state-of-the-art sensors will collect real-time data, including measurements of friction and grip levels. This information will enable more informed decisions regarding salt and material usage, improving the overall effectiveness of snow plowing operations. As a result, the initiative is expected to reduce material usage, shorten road recovery times, and lower labor and equipment costs.

About STIC:

The State Transportation Innovation Council (STIC) program, initiated by the Federal Highway Administration (FHWA), drives innovation in highway systems nationwide. Its primary objective is to empower states to identify, evaluate, and implement cutting-edge technologies and practices to enhance infrastructure efficiency and streamline project delivery. Each state and U.S. territory must establish a STIC or equivalent council, uniting public and private stakeholders state Departments of Transportation (DOTs), local agencies, industry leaders, and others to focus on innovations that address their state's specific needs.

Funded by the STIC Incentive Program, the initiative provides up to \$125,000 per state annually to accelerate innovation deployment, with funds requiring a 20% non-federal match. Eligible projects must advance proven innovations, deliver statewide impact, and align with strategic goals. Importantly, funding supports the implementation of established practices or technologies rather than research or pilot initiatives.

By fostering collaboration among state and local transportation agencies, private industries, and other highway stakeholders, the STIC program cultivates a sustainable culture of innovation tailored to local infrastructure challenges.

VF:ml
Attach.
cc: Research File

Approved by: _____
Office Manager Date

Comments:

Approved by: _____
Office Administrator Date

Comments:

Approved by: _____
Deputy Director Date

Comments:

Memorandum of Agreement
Between
The Ohio Department of Transportation
and
The City of Columbus

ODOT Agreement Number 42011

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and the City of Columbus, Department of Public Service (Subrecipient), 111 N. Front St., Columbus, Ohio 43215. ODOT and Subrecipient may be periodically referred to throughout this MOA singularly as a “Party” and collectively as the “Parties.”

WHEREAS, the Federal Highway Administration (FHWA) State Transportation Innovation Counsel (STIC) Incentive Fund Program (STIC Program) provides resources to help STICs foster a culture for innovation and make innovations standard practice in their states; and

WHEREAS, the STIC Program offers federal funding to offset some of the costs of standardizing innovative practices in a state transportation agency or other public-sector STIC stakeholder; and

WHEREAS, STIC funds for eligible projects and activities are for the federal share of 80 percent (STIC Grant Funds) with, a minimum 20 percent non-federal match in funds (Matching Funds) coming from project sponsors or other allowable funding sources; and

WHEREAS, Subrecipient is seeking to purchase ten (10) truck mounted Mobile Road Weather Information Sensors (Sensors). The Sensors take different types of reading in real time during snow and ice events, providing critical data to allow better decisions on salt and material usage, evaluating plowing effectiveness, and roadway safety and speed recovery as outlined and approved in the application dated May 31, 2024 (Project); and

WHEREAS, the Project is an eligible project under the STIC Program to receive STIC Grant Funds; and

WHEREAS, Subrecipient has been awarded \$100,000 in STIC Grant Funds together with the amount of \$25,000 in Matching Funds from local sources for the Project; and

WHEREAS, Subrecipient shall make purchases for the Project directly, and then invoice ODOT for reimbursement of the STIC Grant Funds from FHWA.

WHEREAS, Subrecipient is authorized to enter into this Agreement by Columbus Ordinance No. 2007-2024, adopted by Columbus City Council on July 15, 2024; and

NOW, THEREFORE, in consideration of the foregoing, the Parties, intending to be legally bound

hereby, enter into this Memorandum of Agreement (MOA) to define the roles and responsibilities of each Party under the STIC Program and for the utilization of the STIC Grant Funds.

1. FUNDING

- 1.1 The total cost of the Project is \$125,000. ODOT shall provide to Subrecipient the STIC Grant Funds, eighty percent (80%) of the eligible costs up to a maximum of \$100,000, and Subrecipient shall provide twenty percent (20%) up to the amount of \$25,000 in Matching Funds from local sources.
- 1.2 The Subrecipient shall provide all other financial resources necessary to fully complete the Project, including all 100 percent (100%) Locally funded work, cost overruns and contractor claims.

2. OBLIGATIONS OF SUBRECIPIENT

- 2.1 Subrecipient shall provide twenty percent (20%) up to the amount of \$25,000 in Matching Funds from local sources.
- 2.2 The Project must be started within six (6) months of the award date (August 14, 2024), for STIC Grant Funds. All funds must be expended within two (2) years of this date.
- 2.3 This MOA shall expire June 30, 2025. This MOA may be renewed prior to the expiration date at the ODOT's discretion. ODOT will notify the Subrecipient in writing of its intention to renew and the Subrecipient will acknowledge and accept the notification in writing. All renewal periods executed by ODOT will be to enable the Subrecipient to complete the work described in the approved proposal and shall expire on June 30th at the end of the subsequent biennium. The obligations of ODOT for renewal are expressly conditioned upon the availability of lawful appropriations by the Ohio General Assembly and compliance with the statutory provisions under the Ohio Revised Code, including but not limited to, Section 126.07. Notwithstanding termination rights under any other provision of this MOA, in the event the General Assembly fails to appropriate sufficient funds or funds are not made available under Ohio Revised Code Section 126.07, ODOT's obligations are extinguished, and this MOA shall be terminated without further obligation or liability to ODOT, with written notice to the Subrecipient.
- 2.4 Subrecipient must report the progress of the Project at an annual STIC meeting.
- 2.5 Subrecipient shall provide a brief, written progress report regarding the Project to the local FHWA Division Office and ODOT twice a year (May and November).
- 2.6 At the conclusion of the Project, Subrecipient will provide a brief, written final report (maximum 5 pages) regarding the Project to the local FHWA Division Office and ODOT, which includes a description of the Project, overall budget, how the work specifically meets the STIC Program criteria, result(s) of the Project, challenges, and lessons learned.

- 2.7 Subrecipient shall comply with any additional eligibility requirements for use of the STIC Grant Funds.
- 2.8 Subrecipient must provide documentation of purchases for the Project to request reimbursement from ODOT. Subrecipient shall submit to ODOT a written request for reimbursement of the STIC Grant Funds share of the expenses involved, attaching copies of all source documentation associated with paid costs.
- 2.9 Subrecipient shall comply with the requirements of Title 2 Code of Federal Regulations (CFR) part 200 including financial management standards and audits.
- 2.10 Subrecipient, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the purchases under this MOA. All such books, documents, and records shall be kept for a period of at least three (3) years after ODOT approves Subrecipient's invoice for reimbursement for purchases for the Project. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. Nothing contained in this MOA shall in any way modify Subrecipient's legal duties and obligations to provide, maintain and/or retain its records under Ohio public records laws.

3. OBLIGATIONS OF ODOT

- 3.1 Upon receipt of an acceptable invoice and unless otherwise stated, ODOT shall reimburse Subrecipient the eligible items of expense in accordance with the terms of the MOA within thirty (30) calendar days.
- 3.2 The adequacy and sufficiency of all invoices shall be determined solely by ODOT. If the Department determines that an invoice is inadequate or insufficient, or determines that further documentation or clarification is required, the burden of providing the required information or documentation is on the Subrecipient. ODOT shall notify the Subrecipient of the inadequacy or insufficiency and may provide any information necessary to correct the inadequacy or insufficiency. If such notification of inadequacy or insufficiency is provided, the required payment date shall be thirty (30) days after receipt of the acceptable invoice.
- 3.3 ODOT shall not reimburse Subrecipient for any purchase made prior to the date of the Federal Authorization.

4. CONTACTS

- 4.1 All matters regarding this MOA, shall be sent to the following:

ODOT
Michelle Lucas
Research Contract Manager
ODOT Office of Statewide Planning and Research
1980 West Broad Street MS 3280
Columbus, Ohio 43223
(614) 644-8135
michelle.lucas@dot.ohio.gov

Subrecipient
Kelly B. Scooco, Director of Public Service
City of Columbus
1881 East 25th Avenue
Columbus, Ohio 43210
(614) 645-6325

5. MISCELLANEOUS

- 5.1 This MOA constitutes the entire agreement between the Parties. The Parties may, at any time during the term of the MOA, request amendments or modifications. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications for such changes. All amendments or modifications to which the Parties mutually agree shall be drawn, approved, and executed in the same manner as the original MOA.
- 5.2 Neither this MOA nor any rights, duties, or obligations described herein shall be assigned by a Party hereto without the prior written consent of the other Parties.
- 5.3 The Parties agree to make a good faith effort to resolve any disputes which may arise between them concerning interpretation of, or performance pursuant to, this MOA. The Parties agree that any dispute that cannot be resolved shall be resolved solely and finally by the Director of ODOT.
- 5.4 This MOA shall be construed and interpreted, and the rights of the Parties determined in accordance with the laws of the State of Ohio.
- 5.5 This MOA shall be governed, construed, and interpreted in accordance with the laws of the state of Ohio. To the extent that the ODOT is a party to any litigation arising out of or relating in any way to this MOA or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio pursuant to O.R.C. 5501.22.
- 5.6 The obligation of ODOT is subject to the provisions of Section 126.07 of the Ohio Revised Code.

- 5.7 Each Party shall be responsible for liability associated with the Party's own errors, actions, or failures to act.
- 5.8 Any person executing this MOA in a representative capacity hereby represents that he/she has been duly authorized to execute this MOA.
- 5.9 This MOA may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument. Any Party hereto may deliver a copy of its counterpart signature page to this MOA via fax or e-mail. Each Party hereto shall be entitled to rely upon a facsimile or electronic signature of any other Party delivered in such a manner as if such signature were an original.
- 5.10 If any provision of this MOA is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this MOA. All provisions of this MOA shall be deemed severable.
- 5.11 This MOA shall become effective upon the date of the latest signature below.

The Parties have caused this Memorandum of Agreement to be executed by their duly authorized representative as of the day and the year last written below.

OHIO DEPARTMENT OF
TRANSPORTATION:

CITY OF COLUMBUS:

BY: _____
Pamela Boratyn, Director of The Ohio
Department of Transportation, by David
Slatzer

BY: _____
Kelly B. Scocco, Director of Public Service

Date: _____

Date: _____

OFFICE OF CHIEF LEGAL COUNSEL
Reviewed as to Form

APPROVED AS TO FORM:

By: _____

BY: _____
Zachary M. Klein, Columbus City Attorney

Title: _____

Date: _____

Date: _____